



**SCOPE OF WORK PROVISIONS**

**FOR**

**OPERATING ENGINEER**

**FOR LANDSCAPE CONSTRUCTION PROJECTS**

**IN**

**ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,  
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,  
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,  
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,  
SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE,  
TUOLUMNE, YOLO AND YUBA COUNTIES**

63-3-75

MASTER AGREEMENT  
FOR NORTHERN CALIFORNIA  
BETWEEN  
LANDSCAPE CONTRACTORS COUNCIL  
OF NORTHERN CALIFORNIA  
AND LOCAL UNION NO. 3  
OF THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS, AFL-CIO

**RECEIVED**  
Department of Industrial Relations

OCT 25 2010

Div. of Labor Statistics & Research  
Chief's Office

*THIS AGREEMENT*, made and entered into this 1<sup>st</sup> day July, 2010, by and between the LANDSCAPE CONTRACTORS COUNCIL OF NORTHERN CALIFORNIA ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

**01.00.00 EMPLOYEES, CLASSIFICATIONS, MANNING, AND WAGE RATES**

**01.01.00** On all work covered by this Agreement (Section 02.05.00) when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 04.00.00 and the Job Placement Regulations of this Agreement and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00.

**01.01.01** Notwithstanding any provisions of this Section 01.00.00 relating to manning, any piece of equipment involved in excavation for which no employee is setting line or grade, or performing work which historically has been performed by Assistant to Engineers, an Assistant Engineer shall not be required. If assistance is necessary, such assistance shall be performed by an Assistant to Engineer. In the event a violation is alleged, and a dispute exists which cannot be resolved between the Employer and the Union, any Individual Employer found to be in violation of this Section 01.01.01 by a Board of Adjustment shall forfeit the application of this Section on *ALL* said Individual Employer's jobs or projects for the period of time and in the manner prescribed hereunder:

- (1) *First (1st) Violation:* Said Section shall not apply for a period of three (3) consecutive months from the date said Individual Employer is found in violation by said Board of Adjustment and *manning* all Individual Employer's jobs or projects shall be in accordance with the requirements of Section 01.03.00 *Classifications, Manning and Rates*;
- (2) *Second (2nd) Violation:* Same application as in (1) above for a period of six (6) consecutive months;
- (3) *Third (3rd) Violation:* Same application as in (1) and (2) above for the duration of the Agreement.

**NOTE:** This Section shall not apply to any traditional crane work and any manning requirements on crane work shall be in accordance with Section 01.03.01.

**01.02.00 Area Definitions.** Section 24.00.00 provides a description of Areas 1 and 2 based upon Township and Range Lines. The Area 2 wage, as set forth in Section 01.03.00, shall be paid in all areas of Northern California not included in Area 1.

**01.02.01** If all compensable time is spent by any Employee in Area 1, he shall be paid the Area 1 rate.

**01.02.02** If two (2) or more hours of compensable time (straight or overtime) on any shift are spent by an Employee in Area 2, he shall be paid the Area 2 rate for the entire day.

**01.02.03** The Employees employed by an Individual Employer in a permanent yard or shop or plant and Employees employed by an Individual Employer on residential construction projects (not camps), subdivisions, buildings of three (3) stories or less including utilities and site work related to these buildings, streets, roadways and utilities which are a part of a residential construction project located within Area 2 shall be paid the Area 1 wage rate.

**01.02.04** If all Employees on a job or project are transported by the Employer from a permanent plant, yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1, all on the same day, on the Employer's time, said Employees shall be paid the Area 1 wage rate.

**01.03.00 Classifications, Manning and Rates.**

**NOTE:** The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.05.00 of this Agreement.

**CLASSIFICATIONS:**

**Current Straight-Time Hourly Wage Rates — Effective Dates**

**GROUP I (1 classification)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$28.64	\$28.64	\$1.52*	\$1.62*
Area 2	\$30.64	\$30.64	\$1.52*	\$1.62*

**3981 1. Landscape Finish Grade Operator**

All finish grade work regardless of the equipment used, and all equipment with a horsepower rating or more than 65.

**GROUP II (1 classification)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$25.04	\$25.04	\$1.52*	\$1.62*
Area 2	\$27.04	\$27.04	\$1.52*	\$1.62*

**3985 1. Landscape Operator up to 65 H.P.**

All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

- A-Frame and Winch Track
- Backhoe
- Forklift (jobsite)
- HDR Welder — Landscape — Operating Engineer's Equipment
- Hydro Seeder Machine
- Roller
- Rubber-tired and Track Earthmoving Equipment
- Skiploader
- Straw Blowers
- Trencher - 35 horsepower up to 65 horsepower

**GROUP III (1 classification)**

	<b>6/29/09</b>	<b>7/1/10</b>	<b>6/27/11</b>	<b>6/25/12</b>
Area 1	\$20.43	\$20.43	\$1.52*	\$1.62*
Area 2	\$22.43	\$22.43	\$1.52*	\$1.62*

**3995 — 1. Landscape-Utility-Operator\*\***

- Small rubber-tired Tractor
- Trencher - under 35 horsepower

(Any assistance in the operation of the above, if needed, shall be performed by an Assistant to Engineer.)

**\*\*Any Employee working for an Individual Employer in any of the above classifications shall not suffer a reduction in pay as a result of the above classification modifications.**

**GROUP IV (1 classification) \*\*\***

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$17.72	\$17.72	\$1.52*	\$1.62*
Area 2	\$19.72	\$19.72	\$1.52*	\$1.62*

3997 1. Assistant Landscape Operator

\*\*\* The wage rate for Assistant Utility Landscape Operator under Group 4 will be frozen for the duration of the Agreement.

**Special Single Shift and Second Shift Wage Rates**

(Refer to Sections 06.04.03 and 06.05.00)

<b>GROUP I</b>	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$32.05	\$32.05	\$1.52*	\$1.62*
Area 2	\$34.05	\$34.05	\$1.52*	\$1.62*

**GROUP II**

Area 1	\$28.00	\$28.00	\$1.52*	\$1.62*
Area 2	\$30.00	\$30.00	\$1.52*	\$1.62*

**GROUP III**

Area 1	\$22.81	\$22.81	\$1.52*	\$1.62*
Area 2	\$24.81	\$24.81	\$1.52*	\$1.62*

**GROUP IV \*\***

Area 1	\$19.91	\$19.91	\$1.52*	\$1.62*
Area 2	\$21.91	\$21.91	\$1.52*	\$1.62*

\*\* The wage rate for Assistant Utility Landscape Operator under Group 4 will be frozen for the duration of the Agreement.

**01.03.01 All Cranes and Attachments.** The straight-time hourly wage rate of Employees on cranes or equipment and attachments (including jib and/or leads) shall be as set forth in the Master Agreement for Northern California between the Union and the Associated General Contractors of California, Inc.

**01.03.02 Classifications and Rates for Steel Erectors and Fabricators, Piledrivers, and Tunnel/ Underground.** For any classification not contained herein or any work performed not covered by this Agreement, including subsistence and travel, rented equipment, steel fabrication and erecting work, piledriving and working tunnel/underground, the wage rates, fringe benefit rates and all other terms and conditions of the existing Agreement between the Associated General Contractors of California, Inc. and the Union shall apply.

**01.03.03 Classifications and Rates for Piledrivers.** For any classification not contained herein or any work performed not covered by this Agreement, including subsistence and travel, rented equipment, steel fabrication and erecting work, piledriving and working underground, the wage rates, fringe benefit rates and other terms and conditions of the existing Agreement between the Associated General Contractors of California, Inc. and the Union shall apply.

**01.03.04 Classifications and Rates for Tunnel/Underground.** The straight-time hourly wage rate of Employees working underground and/or within shafts, stopes and raises shall be as set forth in the Master Agreement for Northern California between the Union and the Associated General Contractors of California, Inc.

**01.03.05 Classifications and Rates for Field Survey.** For any classification not contained herein or any work performed not covered by this Agreement, including subsistence and travel, rented equipment, steel fabrication and erecting work, piledriving and working underground, the wage rates, fringe benefit rates and other terms and conditions of the existing Agreement between the Associated General Contractors of California, Inc. and the Union shall apply.

**01.03.06 Classifications and Rates for Field Survey.** The straight-time hourly wage rate of Employees working Field Survey work, shall be as set forth in the Master Agreement for Northern California between the Union and the Associated General Contractors of California, Inc.

**01.03.07 Toxic Waste (HAZMAT).** A subcommittee shall be formed to discuss requirements applicable to Employees working on HAZMAT projects and to negotiate working rules and wage rates which recognize the special conditions and problems which exist when working with toxic waste.

**01.04.00 FOREMEN — Wage Rates.**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$34.30	\$34.30	\$1.52*	\$1.62*
Area 2	\$36.30	\$36.30	\$1.52*	\$1.62*

2921 Foreman and Shifters, over 7 Employees

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$32.77	\$32.77	\$1.52*	\$1.62*
Area 2	\$34.77	\$34.77	\$1.52*	\$1.62*

2931 Foreman (Working), under 7 Employees

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$34.30	\$34.30	\$1.52*	\$1.62*
Area 2	\$36.30	\$36.30	\$1.52*	\$1.62*

3341 Master Mechanic, over 5 Employees

**Foreman, Special Single Shift and Second Shift Wage Rates**

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$38.42	\$38.42	\$1.52*	\$1.62*
Area 2	\$40.42	\$40.42	\$1.52*	\$1.62*

2921 Foreman and Shifters, over 7 Employees

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$36.70	\$36.70	\$1.52*	\$1.62*
Area 2	\$38.70	\$38.70	\$1.52*	\$1.62*

2931 Foreman (Working), under 7 Employees

	6/29/09	7/1/10	6/27/11	6/25/12
Area 1	\$38.42	\$38.42	\$1.52*	\$1.62*
Area 2	\$40.42	\$40.42	\$1.52*	\$1.62*

3341 Master Mechanic, over 5 Employees

**01.05.00 Working Suspended.** The straight-time hourly wage rate of Employees required to work suspended by ropes or cables or performing work on a Yo-Yo Cat shall be according to the following schedule, and added to the straight-time hourly wage rates set out in 01.00.00, and such increase in the straight-time hourly wage rate shall apply for the full shift and all overtime work.

PER HOUR

\$ .60

**01.05.01** \*The Union may allocate the increases to wages and/or fringe benefits.

**02.04.00 Employee.** The term "Employee" as used herein shall mean any person, without regard to race, color, religion, sex, age, national origin, handicap or disability (as provided for in the Americans With Disabilities Act of 1990), and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

- (a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or
- (b) who operates, monitors and controls, maintains, repairs, modifies, assembles, erects, services or each or all of them, power-operated equipment, of the type or kind of power-operated equipment used in the performance of work referred to in (a) above, regardless of whether such power-operated equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and
- (c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above, and who qualifies to register in a Job Placement Center, provided that the foregoing shall not apply to

superintendents, assistant superintendents, general foremen, foremen, timekeepers, messenger boys, guards, confidential employees, office help, inspectors, and persons specifically excluded elsewhere in this Agreement.

**02.05.00 Unit Work.** This Agreement shall cover and apply to all activities of the Individual Employer in the area covered by this Agreement falling within the recognized jurisdiction of the Union. An Individual Employer constructs, maintains, repairs, installs or subcontracts the development of landscape systems and facilities for public and private gardens and other areas which are designed to aesthetically, architecturally, horticulturally, or functionally improve the grounds within surrounding a structure or a tract or plot of land. In connection therewith, a landscape contractor prepares and grades plots and areas of land for the installation of any architectural, horticultural and decorative treatment or arrangement.

**07.00.00 MANNING**

**07.01.00** The manning of equipment shall be in accordance with the provisions of Section 01.00.00 and this Section 07.00.00. In addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted by an Employee covered by this Agreement (Assistant to Engineer Registered Apprentice). (Refer to Section 07.07.00.)

**07.01.01** Only an Employee covered by this Agreement shall start and warm up equipment and the recognized established practice regarding the classification of Employee used in the starting and warming up of equipment shall not be changed.

**07.01.02** When assigned to equipment shall be under the direct supervision of the Operator at all times.

**07.02.00 Change Rule.** An Employee may be changed between classifications and pieces of equipment provided any piece of equipment the Employee leaves is not operated except by an Employee covered by this Agreement. However, an Employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment, shall not be discharged or laid off, but shall be returned to the equipment to which he was originally dispatched.

**07.02.01** The Individual Employer shall not assign an Assistant to Engineer to perform the work of an Operating Engineer. The Individual Employer may assign an Operating Engineer to perform the work of an Assistant to Engineer;



provided, no Assistant to Engineer currently on the payroll of the Individual Employer shall be laid off or terminated as a result of such an assignment. The foregoing shall not preclude transfers for brief emergency or relief periods, provided a replacement has been requested from the Job Placement Center serving the job or project.

**07.02.02** On building jobs, the Assistant to Engineer may for four (4) hours or less, operate the following equipment: (1) Forklift, (2) Small Rubber-Tired Tractor, (3) Bobcat. Should any assistance be required, it shall be an Employee covered by this Agreement.

**07.03.00 Signals.** The necessity for the use of an Employee to give signals to Employees covered by this Agreement shall be determined by the Individual Employer. When used, he shall be an Assistant to Engineer, or a Registered Apprentice. (Refer to Section 07.07.00.)

**07.04.00** Whenever a person starts, stops or operates pumps over 750 GPM (except automatic electric pumps), compressors over 210 CFM (except automatic electric compressors), welding machines, or generators over 150 KW, he shall be an Employee covered by this Agreement. Any servicing and maintenance of the above equipment regardless of size, including automatic electric pumps and automatic electric compressors, shall be performed by an Employee covered by this Agreement.

**07.04.01 Generators.** Generator/Welder House: one (1) Engineer required.

**07.04.02 Compressors.** On compressor houses, manifold compressors or large single unit compressors (750 CFM or more) in the same location: one (1) Engineer required.

**07.04.03** On any job or project where an Employee is utilized to operate a Forklift (Group 8), or an Individual Employer employs a Heavy Duty Repairman, such Employee(s) may be utilized in lieu of one of the Employees otherwise required by Sections 07.04.00, 07.04.01 Generators and 07.04.02 Compressors. This Section 07.04.03 shall not apply to the required manning on Compressor Houses.